

GRANT DELIVERY WATER CONTRACT

THIS AGREEMENT is entered into this 3rd day of June, 2019, in the State of California by and between the United Water Conservation District ("UWCD") and Fox Canyon Groundwater Management Agency ("FCGMA").

RECITALS

WHEREAS, FCGMA is empowered to manage and preserve groundwater resources within its jurisdictional boundaries;

WHEREAS, due to above average-rainfall and Sierra Nevada mountain snowpack this year, the State of California made surplus State Water Project ("SWP") waters available for purchase by and through member water agencies, to which UWCD participates as an SWP member agency;

WHEREAS, the FCGMA desires to use monies it has received from payment of surcharges collected for groundwater extraction in excess of allocation in order to bring high quality SWP water into groundwater basins within its jurisdictional boundaries; and

WHEREAS, UWCD has committed to purchasing surplus SWP waters and bringing such waters into the FCGMA's jurisdictional boundaries via UWCD's Lake Piru and the Vern Freeman Diversion Facility located along the Santa Clara River beginning in June 2019.

AGREEMENT

1. The FCGMA hereby promises and agrees to compensate UWCD for those surplus SWP waters purchased from the State (or its member agency(ies)) with the assistance of this grant delivery agreement that are actually delivered to and through UWCD's Freeman Diversion Facility to groundwater recharge facilities in the Oxnard Forebay, up to a maximum amount of 15,000 acre feet at the rate of \$200 per acre foot. The delivered water price includes all UWCD infrastructure and operating fees. UWCD shall meter all waters released from Lake Piru and delivered through the Vern Freeman Diversion Facility. UWCD shall provide FCGMA with evidence of its meter readings for the water delivered by this agreement. Water pursuant to this agreement shall be delivered in total by August 15, 2019.

2. **CONTRACT MONITORING/AUDIT.** The FCGMA or its designee will have the right to inspect or audit the amount of waters actually delivered through the

Vern Freeman Diversion Facility and shall have access to all necessary equipment, records or personnel for inspection or audit purposes. UWCD shall not charge FCGMA for time expended in providing information necessary for any inspection or audit under this agreement.

3. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California. Venue for any disputes arising out of this Agreement shall be in the County of Ventura.

4. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated by reference, shall constitute the complete agreement between the parties. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

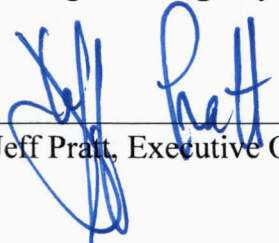
5. **NO ASSIGNMENT.** Neither this Agreement, nor any of its provisions, nor any right or obligation arising hereunder is assignable or delegable in whole or in part, without the express written consent of both UWCD and the FCGMA.

6. **NEITHER PARTY DEEMED PREPARER OF CONTRACT.** It is agreed and understood by the parties that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

7. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

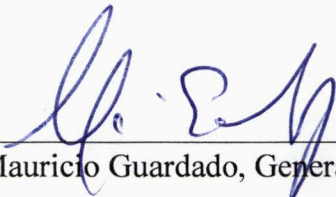
8. **INDEMNIFICATION.** UWCD shall hold harmless FCGMA for any and all claims of non-compliant endangered and invasive species impact of this surplus SWP waters release.

Fox Canyon Groundwater
Management Agency



Jeff Pratt, Executive Officer

United Water Conservation District



Mauricio Guardado, General Manager

US 25 Aug 14